

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1. This agreement is entered into between the following parties:
 - a. Plaintiffs:
 - i. Frank Simmons
 - ii. Antoinette Simmons
 - b. Defendant:
 - i. Regents Park Estates Residential Association, Inc.
 - ii. Riddle & Williams, P.C.
2. This agreement constitutes a FULL AND FINAL settlement and release between the parties of all claims and causes of action contained in or anticipated by the original complaint, and its progeny, filed in adversary number 13-03265, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, which is incorporated herein by reference.
3. This release applies equally to all, and incorporates, all agents, representatives, employees, attorneys, successors, assigns, servants, devisees and entities associated now and in the future with any of the parties stated in ¶1, above.
4. The exception to ¶¶1-2, above, is that nothing in this agreement otherwise affects the rights and obligations of the parties in regard to bankruptcy number 11-30313, filed in the Bankruptcy Court identified in ¶2, above.
5. The duties and obligations of the parties are:
 - a. Defendant shall tender, and Plaintiffs shall accept, the total sum of **\$9,000.00**, to be delivered to the law office of and made payable to **CHARLES NEWTON & ASSOCIATES** no later than **December 27, 2013**. The total sum includes \$2,000.00 to be paid to Mr. and Mrs. Simmons, \$2,000.00 to be paid to Margaret McClure in compensation for her legal services on behalf of Mr. and Mrs. Simmons in regard to preventing this litigation and then in participating in it; and, \$5,000.00 to Charles Newton & Associates in attorneys' fees related to this adversary proceeding. These funds shall be held in trust until the Bankruptcy Court has allowed the dismissal of this adversary proceeding. The funds shall be delivered to:

190 N. Millport Circle
The Woodlands TX 77382
6. Defendants shall bear their own attorneys' fees, costs and expenses, and any cost of court. The attorneys' fees, costs and expenses of the Plaintiffs are accounted for in the funds paid by or on behalf of Defendant to the Plaintiffs.

7. The adversary proceeding identified in ¶2, above, shall be dismissed by agreement by the filing of an Agreed Motion to Dismissal with Prejudice. The Motion shall be filed immediately upon attorneys for all parties signing the approved document and completion of the duties and obligations of the parties as stated in ¶5, above.
8. The signing of this agreement does not constitute an admission of liability.
9. A copy of this agreement shall be attached and made a part of the Motion to Dismiss with Prejudice.
10. This agreement may be executed in one or more counterparts, which may be original in form or facsimile copies, any and all of which shall collectively constitute one agreement binding on the parties.
11. A copy of this signed agreement shall be as effective as any original.
12. **EACH PARTY HAS FULLY READ AND ACCEPTS THIS AGREEMENT BY HIS/HER SIGNATURE BELOW.**

(THIS AREA INTENTIONALLY LEFT BLANK TO ALLOW FOR THE EFFECTIVE GATHERING AND ASSEMBLY OF EACH PARTY'S SIGNATURE, ON THE SUCCEEDING PAGES)

SIGNATURES AND APPROVAL OF PLAINTIFFS



FRANK SIMMONS

Plaintiff

Date: 12, 24, 13



ANTOINETTE SIMMONS

Plaintiff

Date: 12, 24, 13

(SIGNATURES OF DEFENDANTS ON THE PROCEEDING PAGES)

SIGNATURE AND APPROVAL OF DEFENDANT, REGENTS PARK ESTATES

REGENTS PARK ESTATES RESIDENTIAL ASSOCIATION, INC.

Signature of Authorized Agent: *Jack H Morgan*

Printed Name of Authorized Agent: JACK H MORGAN

Title of Authorized Agent: PRESIDENT

For the Defendant

Date: 01 / 03 / 14

(SIGNATURE OF RIDDLE & WILLIAMS, P.C. ON THE PROCEEDING PAGE)

SIGNATURE AND APPROVAL OF DEFENDANT, RIDDLE & WILLIAMS, P.C.

RIDDLE & WILLIAMS, P.C.

Signature of Authorized Agent:



Printed Name of Authorized Agent:

LANCE E. WILLIAMS

Title of Authorized Agent:

Shareholder

For the Defendant

Date: 12 / 20 / 13

(END OF AGREEMENT)